

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

FREEDOM WIRELESS, INC.

vs.

ALLTEL CORP., ET AL.

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Case No. 2:06-CV-504

ORDER

The Court issued a claim construction ruling in the above titled civil action on October 17, 2008 and then a clarifying claim construction order on December 19, 2008. In light of Cricket Communications, Inc.’s (Cricket”) late entry as a Defendant in this case, the Court allowed Cricket to separately file a claim construction brief, to be separately addressed by the Court.

Cricket seeks construction of the following terms: “prepaid,” “preauthorized,” “time limit,” and “routing the received information to a wireless service provider.”

Taking into consideration the previous claim construction rulings, the Court defines the terms as follows.

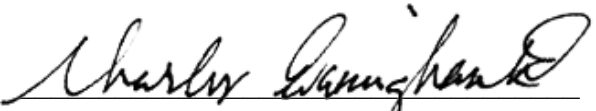
The Court defines “prepaid” as “paid in advance.”

The Court gives “preauthorized” the same meaning as “prepaid.”

The Court finds Cricket’s argument for limiting the term “time limit” unpersuasive. The term “time limit” needs no construction.

In its earlier claim construction rulings, the Court construed both “routing” and “prepaid wireless service provider.” As such, the Court gives the phrase, “routing the received information to a wireless service provider,” its ordinary and plain meaning in light of previously construed terms. The Court rejects the argument that routing must occur over a direct line.

SIGNED this 12th day of January, 2009.



CHARLES EVERINGHAM IV
UNITED STATES MAGISTRATE JUDGE